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CLERK, US BANKRUPTCY COURT  
EASTERN DISTRICT  
ST. LOUIS, MISSOURI-MR

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in pro per

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI**

In re

US FIDELIS, INC.,

Debtor.

Case No.: 10-41902-705  
Chapter 11

NO BALLOT WAS SENT

Judge: Charles E. Rendelen, III  
Hearing date: July 16, 2012  
Hearing time: 10:00AM  
Complaint filed:  
Trial Date: None Set

Creditor Gerald Roylance objects to The First Amended Plan of Liquidation for US Fidelis, Inc. The plan should not release third parties such as MEPCO or the Atkinsons or the Administrators. Gerald Roylance opposes the plan and seeks to opt out from any and all provisions. I hold Class Three Consumer Claims.

I received a Notice of Confirmation Hearing and Objection Deadline with Respect to First Amended Plan of Liquidation. It stated that I "will be sent a ballot form (the "Ballot") for each of your claim(s) and voting instructions." I expected to receive such a ballot, and I expected to address the issues at that time.

No Ballot ever arrived.

1 I did receive a "US FIDELIS. INC CONSUMER RESTITUTION FUND PROOF OF  
2 CLAIM FORM".with an October 5, 2012 deadline. I was misled by that form to believe the  
3 deadline was October 5.

4 Consequently, I have been disenfranchised and misled about balloting.

5 I received the Certain Consumers' Combined Objections on July 10.

6  
7 US Fidelis (USF) sold vehicle service contracts ("VSC"). For a price, these contracts  
8 promised to pay for vehicle repairs. In California (and no doubt other states), VSC are regulated  
9 as the sale of insurance when the seller is neither the car manufacturer nor the car dealer who  
10 sold the insured car.

11  
12 To the extent that the Bankruptcy Estate continued to service these contracts, it violated  
13 California law. MEPCO apparently wanted these contracts to continue, and that is why MEPCO  
14 has continued to finance USF.

15 MEPCO knew that the VSC had a high cancellation rate. High cancellation rates are  
16 often indicative of fraud. Furthermore, MEPCO knew that many contracts were obtained  
17 through illegal prerecorded calls. A MEPCO officer was involved with  
18 <http://www.warrantybestpractices.com>. MEPCO knew that USF was using prerecorded calls,  
19 but MEPCO continued to provide financing.

20  
21 USF and the Administrators were well aware that VSC were insurance, so they sought  
22 ways of circumventing the insurance laws. The purpose of the "engine additive products"  
23 mentioned on page 3 of the First Amended Disclosure was precisely to get around the insurance  
24 laws. The products would cost a trivial amount of money to make, carry an exorbitant price, and  
25 include a warranty for the car. Under California law, USF would have to be manufacturer of the

1 additives, the warranty could only cover what the additive would protect, and the warranty could  
2 not be significant portion of the cost.

3 I purchased three VSC at different times. All three had Consumer Direct Warranty  
4 Services as the administrator. The additives were some car battery rings to prevent corrosion  
5 around the battery terminals and a small radiator pellet that presumably retarded corrosion in the  
6 cooling system. Neither additive would offer protection to the drive train, but the drive drain  
7 was covered by a warranty.  
8

9 All three vehicle service contracts were subsequently cancelled. I obtained refunds  
10 from my credit card company. After canceling, MEPCO continued to charge my credit card.

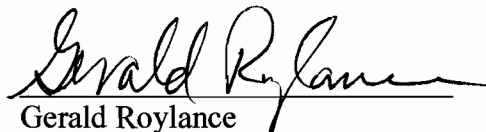
11 The VSC sales were through prerecorded calls and violations of do-not-call requests. In  
12 addition, I have received many other anonymous prerecorded calls selling VSCs.  
13

14 The Debtor may decide what efforts it wishes to expend to obtain money from it  
15 conspirators. Those efforts should not compromise my claims or my decisions about what  
16 efforts to expend. I have never asked USF to litigate any claim on my behalf.

17 The Court may certainly release the Debtor, but it should not release third parties such  
18 as MEPCO from its knowing involvement in the sale of VSC to consumers.  
19

20 Respectfully submitted,

21  
22 Dated: July 10, 2012

  
Gerald Roylance